

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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U.S. BANK NATIONAL ASSOCIATION, :
solely in its capacity as Trustee,

Interpleader Plaintiff, :
:
- against -

TRIAXX PRIME CDO 2006-1, LTD., : Case No. 15-10172
TRIAXX ASSET MANAGEMENT LLC (f/k/a :
ICP ASSET MANAGEMENT LLC), SOUTH :
TRYON, LLC, GOLDMAN SACHS & CO., :
BLACKROCK FINANCIAL :
MANAGEMENT, INC., GOLDENTREE :
ASSET MANAGEMENT LP,

Interpleader Defendants. :
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**INTERPLEADER DEFENDANT GOLDENTREE ASSET MANAGEMENT LP'S
ANSWER TO U.S. BANK NATIONAL ASSOCIATION'S
INTERPLEADER COMPLAINT**

Interpleader Defendant GoldenTree Asset Management LP, for its answer to the
Interpleader Complaint of U.S. Bank National Association, states as follows:

AS TO "INTRODUCTION"

1. The allegations contained in paragraph 1 contain legal conclusions to which no response is required. To the extent a response is required, GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.
2. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2.
3. The allegations contained in paragraph 3 contain legal conclusions to which no response is required. To the extent a response is required, GoldenTree admits that the Trustee

has brought this action to obtain a judicial determination of, among other things, the identified issues.

AS TO “JURISDICTION AND VENUE”

4. The allegations contained in paragraph 4 contain legal conclusions to which no response is required. To the extent a response is required, GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4.

5. The allegations contained in paragraph 5 contain legal conclusions to which no response is required. To the extent a response is required, GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5.

6. The allegations contained in paragraph 6 contain legal conclusions to which no response is required. To the extent a response is required, GoldenTree admits that one or more defendants reside in this judicial district.

AS TO “PARTIES”

7. GoldenTree admits the allegations contained in paragraph 7.

8. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8, except admits that Triaxx serves as the Collateral Manager for the Issuer under the Collateral Management Agreement.

9. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9.

10. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10.

11. GoldenTree admits the allegations contained in paragraph 11.

12. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12.

13. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13.

AS TO “BACKGROUND”

14. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 and refers the Court to the Indenture for a full and accurate statement of its terms.

15. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 and refers the Court to the Indenture for a full and accurate statement of its terms.

16. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 and refers the Court to the Indenture for a full and accurate statement of its terms.

17. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 and refers the Court to the Indenture for a full and accurate statement of its terms.

18. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 and refers the Court to the Indenture for a full and accurate statement of its terms.

19. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 and refers the Court to the Indenture for a full and accurate statement of its terms.

AS TO “THE DISPUTE”

20. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20.

21. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21.

22. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22, except admits that the Collateral Manager issued an undated letter addressed to “Investors in Triaxx Prime CDO 2006-1.”

23. GoldenTree admits the allegations contained in paragraph 23 and refers the Court to a copy of the August 2015 Notice for a full and accurate statement of its content.

24. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24.

25. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25.

26. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26.

27. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27.

28. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 and refers the Court to the referenced email for a full and accurate statement of its content.

29. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 and refers the Court to the referenced letter for a full and accurate statement of its content.

30. GoldenTree denies the allegations contained in paragraph 30 because the allegations in paragraph 30 conflate the content of at least two different letters sent by or on

behalf of GoldenTree and Blackrock. GoldenTree admits that GoldenTree sent letters to the Collateral Manager on November 19, 2015 and November 20, 2015 objecting to the sale of the Defaulted Securities and refers the Court to those letters for a full and accurate statement of their content.

31. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31.

32. GoldenTree admits that it received a notice from the Collateral Manager on or around December 18, 2015 and refers the Court to the notice for a full and accurate statement of its content.

33. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33.

34. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34.

35. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35.

36. GoldenTree lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36, except admits that it has not colluded with the Trustee in connection with this action.

AS TO “PLEA FOR RELIEF”

37. GoldenTree admits that Interpleader Plaintiff U.S. Bank seeks the relief set forth in the “plea” for relief.

GENERAL DENIAL

With respect to the Interpleader Complaint in its entirety, GoldenTree denies the allegations that they engaged in any wrongful or improper conduct or caused harm to anyone, or

that any position GoldenTree has taken with respect to the Indenture and any associated or related agreements is in any way contrary to the terms of those documents. Any allegations of wrongdoing directed to GoldenTree are denied.

AFFIRMATIVE AND OTHER DEFENSES

Without assuming any burden of proof it would not otherwise bear, GoldenTree asserts the following affirmative or other defenses. GoldenTree reserves the right to assert further defenses as the case proceeds, including, without limitation, those defenses asserted by other parties to this case.

FIRST DEFENSE

South Tryon's claims and arguments fail because they are premised on an incorrect interpretation of the operative agreements, and a correct interpretation of the relevant documents would not mandate the sale of the Defaulted Securities in the manner sought by South Tryon.

SECOND DEFENSE

South Tryon lacks standing to assert its claims and arguments.

THIRD DEFENSE

South Tryon's claims and arguments are barred, in whole or in part, by the doctrine of laches.

FOURTH DEFENSE

South Tryon's claims and arguments are barred, in whole or in part, by the doctrine of unclean hands.

FIFTH DEFENSE

South Tryon's claims and arguments are barred, in whole or in part, by the doctrine of estoppel.

SIXTH DEFENSE

South Tryon's claims and arguments are barred, in whole or in part, by the doctrine of waiver.

SEVENTH DEFENSE

South Tryon's claims and arguments are barred because of ratification, agreement, acquiescence, or consent.

EIGHTH DEFENSE

South Tryon's claims and arguments are barred, in whole or in part, by lack of good faith.

Dated: January 28, 2016
New York, New York

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